

CONFIDENTIALITY AGREEMENT

05/06/02

I, _____, (DOCUMENT RECIPIENT) am representing

(Company, address, and telephone number) and verify that I am representing (check one):

- ☐ 1. A governmental agency, acting within the scope of my employment or function.
- ☐ 2. A consultant, contractor, or bidder doing business with or on behalf of the State of California Department of Transportation (DEPARTMENT).
- ☐ 3. An encroachment permit applicant or holder who needs the confidential information for the following reasons: _____

- ☐ 4. Other person who needs the confidential information for the following reasons: _____

_____ Approved _____ Disapproved

Department Representative

Title

The DEPARTMENT agrees to furnish DOCUMENT RECIPIENT with certain confidential information described as follows:

_____ Number of pages _____ for State Route _____, located in _____
County, from Post Mile _____ to Post Mile _____ only or Kilometer Post _____ to
Kilometer Post _____ only on the following mutually agreed upon terms and conditions:

1. DOCUMENT RECIPIENT agrees to hold the above described confidential information in trust and confidence and agrees that it shall be used only for improvements to State facilities or other State highway related purposes, and shall not be used for any other purpose or be disclosed to any third party, without the express prior written authorization by the DEPARTMENT.
2. By accepting and using the above-described confidential information, DOCUMENT RECIPIENT expressly agrees to treat such documents as confidential.
3. No copies, reproductions, or alterations in any form, including but not limited to paper copies and electronically formatted copies, will be made or retained of any of the above referenced documents, without the express prior written authorization by the DEPARTMENT.

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4. At the conclusion of the proposed work for which the above-described confidential information was furnished or upon demand by the DEPARTMENT, all confidential information referenced above, shall be returned to the DEPARTMENT. The DEPARTMENT, at its sole discretion, may demand that all written notes, photographs, sketches, models, or memoranda which were developed or derived from or reflect information obtained from the above confidential referenced information be turned over to the DEPARTMENT, subject to California Government Code § 6276.

5. The above referenced confidential information shall not be disclosed to any employee, consultant, or third party unless they agree to execute and be bound by the terms of this Agreement and have been approved, in writing, by the DEPARTMENT.

6. The DEPARTMENT assumes no responsibility whatsoever with respect to the completeness, sufficiency, accuracy, or interpretations set forth therein of any plans, documents or data that is provided pursuant to this Agreement. In addition, there is no warranty or guarantee, either express or implied, that the conditions indicated by such documents are representative of the actual existing site conditions or future as-built conditions of the subject location.

7. By accepting and using the above referenced confidential information, DOCUMENT RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT, its directors, officers, employees, or agents harmless from and against any claims, damages, losses, liabilities, and costs relating in any manner, directly or indirectly, to the use of such documents furnished by the DEPARTMENT pursuant to this Agreement.

8. With respect to any and all third party claims DOCUMENT RECIPIENT further waives any and all rights to any type of express or implied indemnity against the DEPARTMENT, its directors, officers, employees or agents.

9. In the event that a suit is necessary to enforce any of the provisions herein contained, the DEPARTMENT shall be entitled to reasonable Attorney's fees in addition to costs.

AGREED AND ACCEPTED BY:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____

Date: _____

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DOCUMENT RECIPIENT

By: _____ Date: _____
Title: _____